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Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Lucia Moritz, Executive Director, College & Career Readiness
Vanessa Sifuentes, Executive Director, Instruction
Rebecca Lacocque, Director, Linked Learning

Meeting Date October 13, 2021

Subject Memorandum of Understanding - Alameda County Office of Education - Round Two, K-12 Strong Workforce Program Pathway Improvement Grant - High School Linked Learning Office

Ask of the Board Approval by the Board of Education of Memorandum of Understanding between the District and the Alameda County Office of Education (ACOE), Hayward, CA, for the latter to support the linked learning pathways at Castlemont High School via the High School Linked Learning Office, for the period of July 1, 2021 through June 30, 2022, in an amount not to exceed \$252,749.00.

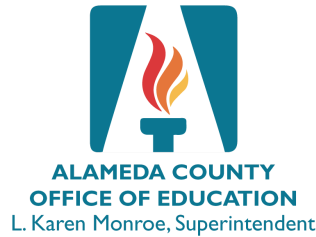
Background The Alameda County Office of Education is the fiscal agent for a K12 Strong Workforce Program grant; OUSD is named as a sub-awardee of this grant. The Memorandum of Understanding details the purpose and parameters of funds for OUSD to support Career Technical Education programming through Linked Learning pathways at Castlemont High School.

Discussion Castlemont High School offers Sustainable Urban Design Academy and Community Health Equity Academy as Linked Learning pathways for its students. Funds from ACOE's K12 Strong Workforce will enable Castlemont to develop standards-based and academically integrated curriculum, to align Culinary courses with the two pathways, and to introduce industry-standard equipment that will enable students to develop skills required and valued by local employers.

Fiscal Impact K-12 Strong Workforce Program Pathway Improvement Grant in the amount of \$252,749.00.

Attachment(s)

- Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

PARTIES: This Memorandum of Understanding (M.O.U.) is entered into between the Alameda County Office of Education (ACOE) and **Oakland Unified School District (OUSD)**.

PURPOSE: The purpose of this M.O.U. is to enable the ACOE and **(OUSD)** to **Implement the Strong Workforce Program Round Two.**

TERM: This M.O.U. shall become effective upon the date of execution by both the parties and shall continue for a period **until June 30, 2022.**

SCOPE OF SERVICES:

A. The ACOE shall:

- Provide financial oversight and distribution of grant funds
- Organize grantees to contribute to the development of pathway map, which will include identifying necessary skills for the pathways and determining the course, WBL experiences/timelines, and certificates needed and
- Work with collaborative partners, consult with industry partners to complete reporting mandated by the Bay Area Community College Consortium.

B. The **OUSD** shall **complete services in attached appendices A.**

INSURANCE:

During the term of this M.O.U., ACOE shall provide to **OUSD**, and **OUSD** shall provide to ACOE, a current certificate of policy evidencing its comprehensive and general liability insurance coverage in a sum not less than \$2,000,000 aggregate and \$1,000,000 per occurrence. ACOE shall also provide **OUSD**, and **OUSD** shall also provide ACOE, with a written endorsement naming the other party as an additional insured, and such endorsement shall also state "Such insurance as afforded by this policy shall be primary, and any insurance carried by ACOE OR **OUSD** shall be excess and noncontributory." Any and all insurance coverage may be provided by a **(JOINT POWERS AUTHORITY OR OTHER)** Self-Insurance program. Coverage shall provide notice to the additional insured of any change in or limitation of coverage or cancellation of the policy no less than thirty (30) days prior to the effective date of the change, limitation or cancellation.

INDEMNIFICATION:

- A. Insofar as permitted by law, ACOE shall assume the defense and hold harmless **OUSD** and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of ACOE, its officers, agents or employees.
- B. Insofar as permitted by law, **OUSD** shall assume the defense and hold harmless ACOE and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of **OUSD**, its officers, agents or employees.
- C. It is the intent of the ACOE and **OUSD** that where negligence or responsibility for any harm to person(s) or property is determined to have been shared, the principles of comparative negligence shall be followed and each party shall bear the proportionate cost of any liability, damages, costs, or expenses attributable to that party.
- D. ACOE and **OUSD** agree to notify the other party of any claims, administrative actions, or civil actions determined to be within the scope of this Agreement within ten (10) calendar days of such determination. ACOE and **OUSD** further agree to cooperate in the defense of any such actions. Nothing in this Agreement shall establish a standard of care for or create any legal right for any person not a party to this Agreement.

COMPENSATION:

In exchange for the support and services to be provided by OUSD under the terms and conditions of this Agreement, **ACOE** shall pay OUSD the amount of **\$252,749**. OUSD shall invoice **ACOE quarterly** in the amount of **\$126,374.50**.

TERMINATION/SUSPENSION:

This M.O.U. may be terminated without cause by either party upon thirty (30) days prior written notice to the other party. When required by law, this M.O.U. may be immediately suspended by either party upon notice to the other party; any such suspension shall not extend the term of this M.O.U.

NON-DISCRIMINATION:

No person shall be subjected to discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from, state financial assistance or enrolls pupils who receive state student financial aid.

NOTICES:

Any notice required to be given by the terms of this M.O.U. shall be deemed to have been given when the same is personally delivered or sent by first class mail, postage prepaid, addressed to the respective parties as follows:

**To ACOE: Alameda County Office of Education
 c/o Ingrid Lainez Roberson
 313 West Winton Avenue
 Hayward, CA 94544**

**To (Name): Oakland Unified School District
 1000 Broadway, Suite 300
 Oakland, CA 94607
 Joshua Daniels, General Counsel
 joshua.daniels@ousd.org**

INTEGRATION:

This M.O.U. represents the entire and integrated agreement between ACOE and **OUSD**, and supersedes all prior negotiations, representations, or agreements, either written or oral. This M.O.U. may be amended only by written instrument signed by the duly authorized representatives of ACOE and **OUSD**.

REPRESENTATION OF AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the respective parties to execute this M.O.U.

IN WITNESS WHEREOF, ACOE and **(Name)** have executed this M.O.U. as of the date first above written.


ALAMEDA COUNTY OFFICE OF EDUCATION **(NAME OF OTHER PARTY)**

(Associate Superintendent Signature)

Printed Name and Title
Date: _____

(Authorized Representative
 Signature)

Shanthi Gonzales, BOE President
Printed Name and Title
Date: 10/14/21



(Superintendent Signature)
Kyla Johson-Trammell, Superintendent & BOE Secretary

Printed Name and Title
Date: 10/14/21

Approved as to form by OUSD Staff
Attorney Joanna Powell on 9/15/21.

